

# State of South Carolina

COUNTY OF GREENVILLE

FRED HYATT and JEWELL LEONA HYATT

WHEREAS, ~~we~~ the said Fred Hyatt and Jewell Leona Hyatt SEND GREETING:

in and by ~~our~~ certain promissory note in writing, of even date with these presents, ~~are~~ well and truly indebted to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, S. C., AS TRUSTEE FOR THE DIXIE HOME STORES FOUNDATION

in the full and just sum of Five hundred and No/100 (\$500.00) DOLLARS, to be paid at

interest thereon from date hereof until maturity at the rate of five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the day of October 1955, and on the day of each month of each year thereafter the sum of \$ 25.00

interest and principal of said note, said payments to continue until the principal indebtedness is paid in full

~~the aforesaid~~ the aforesaid monthly payments of \$ 25.00 each are to be applied first to

interest at the rate of five (5%) per centum per annum on the principal sum of \$ 500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to Fred Hyatt and Jewell Leona Hyatt

the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said The South Carolina National Bank of Charleston, S. C., as Trustee for the Dixie Home Stores Foundation, its successors and assigns, forever:

ALL that piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, within the corporate limits of the City of Greenville, and being known and designated as Lot No. 18 of Block K of a subdivision known as Fair Heights, a plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "F", page 257, and reference to same is hereby craved for a more particular description; said property being subject to existing and recorded restrictions and rights-of-way.

Being the same property conveyed to the mortgagors herein by deed of Lawrence Reid and J. O. Shaver dated February 18, 1952 and recorded in the R.M.C. Office for Greenville County in Deed Book 451, Page 205.

This mortgage is junior in rank to the lien of that mortgage given by the mortgagors herein to S. J. Kellett, Sr., in the original amount of \$4,750.00, on February 18, 1952, recorded in the R.M.C. Office for Greenville County in Mortgage Book 523, at Page 28.